

NEW JERSEY HOUSING & MORTGAGE FINANCE AGENCY

**INSURANCE SPECIFICATIONS
&
MINIMUM REQUIREMENTS**

**FOR SPECIAL NEEDS
MULTIFAMILY RESIDENTIAL
PROPERTIES
UP TO \$1,000,000**

Date of Issue – August 22, 2018

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GENERAL INFORMATION

Additional Insured

All policies providing Property/Crime/Liability and Equipment coverage must indicate the New Jersey Housing and Mortgage Finance Agency (hereinafter "NJHMFA") as Additional Insured and Mortgagee. Property policies must also indicate NJHMFA as Lender's Loss Payable.

Mortgage Clause (Standard Form)

All Property Insurance Policies must indicate the Mortgagee as:

New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue
PO Box 18550
Trenton, New Jersey 08650-2085

Note – In instances where the mortgage financing provided by NJHMFA has been paid in full, NJHMFA need only be indicated as Additional Insured on all Property/Crime/Liability and Equipment coverages when the respective property continues in the portfolio of the NJHMFA pursuant to the terms of an executed Regulatory Agreement or Deed Restriction.

Insurance Company

Issuing Insurer must be currently eligible to write business in the State of New Jersey and have a current A.M.Best Rating of A- and with a Financial Size Category of VIII or a Demotech, Inc. Financial rating of A (Exceptional).

Note – Any issuing Insurer with Ratings Under Review by A.M. Best with Negative Implications and/or Long Term Negative Implications may be subject to further requirements and review by the NJHMFA.

Coverage Requirements

All insurance coverages required pursuant to these Insurance Specifications Minimum Requirements must be provided on a Per Occurrence/Per Location basis with coverage limits as noted herein.

Insurance Professional/Agent

- Insurance Professional/Agent must provide a written statement on letterhead to the development that the insurance coverages being provided meets or exceeds the NJHMFA minimum insurance requirements. This written statement is not to be construed as a Certificate of Insurance as defined under the New Jersey Certificate of Insurance Act (NJSA 17:29A-54 et seq.).
- Insurance Professional/Agent must provide a Certificate of Insurance (ACORD 25 – Certificate of Liability Insurance) showing the Insurance Professional/Agent's Errors and Omissions Coverages (E & O). All applicable information on the ACORD 25 must be completed and information noted must reflect actual terms and conditions as contained in the underlying policies and be in conformity with the New Jersey Certificate of Insurance Act (NJSA 17:29A-54 et seq.). ACORD 25 to indicate NJHMFA as the Certificate Holder as follows:

New Jersey Housing and Mortgage Finance Agency
ATTN: Insurance Division
PO Box 18550
Trenton, NJ 08650-2085

- NJHMFA requires that the Insurance Professional/Agent have unimpaired E & O coverage limits of at least \$5,000,000 on the underlying policy and a deductible not exceeding \$50,000. If the Producer and the Insured (Insurance Professional/Agent) are the same or related party as disclosed on the respective Certificate of Insurance, further evidence of E & O Coverage is to be provided through submission of a copy of the respective Policy Declaration Pages.
- *Note – In instances where an Insurance Professional/Agent has an E & O Deductible in excess of \$50,000, NJHMFA may, upon request, consider acceptance of same subject to the review by NJHMFA of the most recent Certified Financial Statements of the respective Insurance Professional/Agent to determine the financial wherewithal of the Insurance Professional/Agent to fund a Deductible in excess of \$50,000.*

Cancellation/Non-Renewal

Notice is to be provided to the NJHMFA via Certified Mail as follows:

New Jersey Housing and Mortgage Finance Agency
ATTN: Insurance Division
PO Box 18550
Trenton, NJ 08650-2085

Evidence of Insurance

- ACORD 28 forms "Evidence of Commercial Property Insurance" may be utilized to provide evidence of property coverages. All applicable information on the ACORD 28 must be completed and information noted must reflect actual terms and conditions as contained in the underlying policies and be in conformity with the New Jersey Certificate of Insurance Act (NJSA 17:29A-54 et seq.).

- ACORD 25 forms "Certificate of Liability Insurance" may be utilized to provide evidence of General Liability, Automobile Liability, Excess/Umbrella Liability, Crime, Workers Compensation and Employers' Liability coverages as are applicable. All applicable information on the ACORD 25 must be completed and information noted must reflect actual terms and conditions as contained in the underlying policies and be in conformity with the New Jersey Certificate of Insurance Act (NJSA 17:29A-54 et seq.).
- ACORD 28 "Evidence of Commercial Property Insurance" and/or ACORD 25 "Certificate of Liability Insurance" are to indicate NJHMFA as the Certificate Holder as follows:

New Jersey Housing and Mortgage Finance Agency
ATTN: Insurance Division
PO Box 18550
Trenton, NJ 08650-2085

Samples of the ACORD 28 and ACORD 25 can be found at the end of this Booklet. *A word of caution – please be sure to use the most current edition of same.*

A note about required NAIC numbers for use on the ACORD 28 and ACORD 25 forms – The National Association of Insurance Commissioners assigns an "NAIC" number to each domestic insurer domiciled in the United States. This NAIC Number is to be indicated on the appropriate ACORD form(s) for each insurer providing coverages. If a foreign carrier is providing the insurance coverages, the specific name of the carrier must be provided as well as the specific AM Best Number assigned to same. In the instances where a foreign carrier operates through and provides coverages utilizing a syndicate system, the specific name of each of the syndicates must be provided as well as the specific syndicate number and AM Best Number assigned to same. In all instances, any and all foreign carriers must meet all NJHMFA Insurance Requirements.

Complete copies of all Insurance Policies with all required Endorsements must be submitted for the review of the NJHMFA.

Note - In the event that complete copies of Insurance Policies are not available, NJHMFA may, upon request, permit the submission of sample policies with policy Declaration Pages/Binders detailing full coverages to be followed by submission to the NJHMFA of complete copies of all Insurance Policies with all required Endorsements immediately upon receipt from insurer(s).

State Guaranty Funds

NJHMFA highly recommends that insurers providing insurance coverage be members of the respective State Guaranty Fund. A State Guaranty Fund is a fund administered by a US State to protect policy holders in the event that an insurance company defaults on benefit payments or becomes insolvent. The Fund only protects beneficiaries of insurance companies that are licensed to sell insurance products in that State.

Risk Purchasing Groups

If insurance coverages are provided through a purchasing group, a copy of the Registration Letter issued by the New Jersey Department of Banking and Insurance must be submitted, as well as a Designated Location(s) General Aggregate Limit Endorsement for each respective policy specifically noting the insured property.

Property Insurance

MINIMUM INSURANCE REQUIREMENTS:

Property

Real/Personal/Rental Values including but not limited to:

Walls, outdoor light poles, smokestacks, swimming pools, playground equipment, water towers, exterior poles, car ports, signs, fuel oil, tennis courts, basketball courts, radio and television antennas (including their lead-in wiring, masts or towers), and satellite dishes.

Limits

Real and Personal Property: Blanket Replacement Cost – Agreed Value.

Rental Value: An amount equal to 100% of anticipated rental income for one (1) year full occupancy – with no Coinsurance Penalty.

Coverage

Comprehensive “All Risk” or “Special” + Flood & Earthquake Building Ordinance. Joint Loss Agreement. It is recommended that coverage be on an Insurance Services Office (ISO) Building and Personal Property Coverage form with Cause of Loss, Special Coverage to establish a standard of coverage.

Flood Insurance

National Flood Insurance (NFIP) is required for all Properties located in flood zones A, V and shaded X with the maximum available policy limits of coverage available under the NFIP Program for each building. The Property Policy must provide flood limits immediately in excess of NFIP policy limits up to the insurable value at each Location up to a maximum \$10,000,000 if available.

Joint Loss Agreement

A Joint Loss Agreement is necessary if Property and Boiler and Machinery insurers are different.

Ordinance & Law Endorsement

Ordinance & Law Endorsements are required. The Property insurance is to include loss as a result of enforcement of any Building Law or Ordinance that affects the reconstruction of the building(s), cost to demolish the undamaged section(s), cost to rebuild including improvements resulting from a change in Building Codes and the additional loss of business income as a result of the above.

Deductible

Deductible amount is not to exceed \$10,000 combined per loss. Rent deductible should not exceed 72 hours.

Commercial Liability – Per Occurrence Coverage:

General Liability

\$3,000,000		General Aggregate Limit -- other than Products/Completed Operations
\$1,000,000		Products/Completed Operations Aggregate
\$1,000,000		Personal & Advertising Injury Limit
\$1,000,000	-	Each Occurrence
\$ 10,000	-	Medical Expense Limit -- Any One Person/Accident/ Aggregate

Coverages - To Include:

\$2,000,000	Automobile Non-Ownership & Hired Car Liability if no separate auto policy is in place.
\$1,000,000	Employee Benefits Liability (Each Claim Made with \$1,000 Maximum deductible)
\$1,000,000	Employee Benefits Liability, Annual Aggregate
	Directors & Officers Liability (Where Applicable)

General Liability Coverage Requirements Continued –

Volunteers as Insureds

Medical Payments \$10,000

Knowledge & Notice of Occurrences

Unintentional Errors & Omissions

Exception to the Pollution Exclusion for hostile fires and building heating equipment

Fidelity

Limits (Maximum deductible \$5,000)

\$ 500,000	-	Employee Dishonesty per loss
\$ 3,000	-	Money and Securities – Inside Premises
\$ 3,000	-	Money and Securities – Outside Premises
\$ 100,000	-	Forgery or Alteration

Including part time & temporary employees, Directors and/or Trustees, whether compensated or not, unemployed spouses, and Managing Agents

Human Services/Social Service Endorsements

Human Services Property Endorsement; Human Services Enhancement Endorsement and Social Service General Liability Broadening Endorsements are required. Sponsor must obtain additional insurance coverages including accident medical, automobile, business income, child abduction liability, Directors' and Officers' liability, Employment practices, key employee replacement, professional liability, sexual abuse and molestation, volunteers as insureds and the like. Some insurers offer these types of coverages under a Human Service Policy Endorsement. We urge that you discuss this with your Insurance Professional.

All applicants must further comply with all Minimum Standards for Insurance as promulgated on July 20, 2009 by the Department of Human Services of the State of New Jersey and as more specifically outlined in Policy Circular P8.14 or as same may be amended from time to time.

Umbrella Liability

Excess of Primary:

\$5,000,000

\$1,000,000/\$2,000,000

Schedule of Underlying Coverage to list

- General Liability
- Hired and Non-Owned Automobile Liability
- Employers Liability

Boiler and Machinery

Limits

Full Replacement Cost – Direct Damage
Actual Loss Sustained – Combined Business Interruption/Extra Expense – 100%
of anticipated Rental Income for one year full occupancy

Coverage

Comprehensive – Boilers/Fired & Unfired Pressure Vessels/Air Conditioning/
Electrical Apparatus

Valuation

Repair or Replace (New for Old)

Boiler and Machinery Requirements Continued –

Minimum Sublimits:

\$100,000	Ammonia Contamination
\$100,000	Water Damage
\$100,000	Hazardous Substances
\$100,000	Expediting Expenses

Deductibles

Maximum of:	
\$10,000	- Direct Damage
72 Hours	- Indirect Loss

Workers' Compensation

Coverage requirements shall be pursuant to NJSA 34:15-12(a) and
NJAC 12:235-1.6.

Coverage A	Statutory Limit
Coverage B	\$500,000 per employee disease Limit
	\$500,000 policy Limit for disease

Optional Coverages

Tenant Discrimination
Mold
Terrorism

Sample ACORD 25
"Certificate of Liability Insurance"

and

Sample ACORD 28
"Evidence of Commercial Property Insurance"

Follow

*A word of caution –
Please be sure to use the most current edition of same.*

These Insurance Specifications and Minimum Requirements may be amended from time to time and such amendments may occur without notice and are applicable to all pending and future insurance documentation submissions. Accordingly, it is suggested that contact be made with the Insurance Division of the New Jersey Housing and Mortgage Finance Agency to ascertain whether or not there have been any changes since the date of these Insurance Specifications and Minimum Requirements and for complying with same.

The New Jersey Housing and Mortgage Finance Agency (NJHMFA) reserves the right to specify alternative insurance requirements on a case by case basis so long as such alternative insurance requirements are substantively consistent with the intent of NJHMFA's insurance requirements hereinabove, as NJHMFA shall determine in its sole discretion, and shall not, in any instance, be in conflict with or in violation of any and all applicable State Statutes and/or Administrative Code Regulations.

CERTIFICATE OF LIABILITY INSURANCE

DATE RECEIVED

THIS COVERAGE IS ISSUED AS A MATTER OF INSURANCE ONLY AND DOES NOT REPEND UPON THE COVERAGE HOLDER. THIS COVERAGE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS COVERAGE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ASSURED INSURERS, AUTHORIZED REPRESENTATIVE OR PRODUCERS, AND THE COVERAGE HOLDER.

IMPORTANT: Fine needle aspiration is an ADJUNCTAL procedure, not primary, and must be followed. FURTHER CLARIFICATION IS NEEDED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A substituted on this endorsement does not confer rights to the endorsement holder in lieu of such endorsement(s).

	NAME PHONE FAX NO. () EMAIL ADDRESS	INSTITUTIONAL AFFILIATION (ORGANIZATION) NAME	
	ADDRESS-2 ADDRESS-3 ADDRESS-4 ADDRESS-5 ADDRESS-6		

COVERAGE	CERTIFICATE NUMBER	REVISION NUMBER
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHEN THIS CERTIFICATE MAY BE ISSUED OR MAY EXHAUST. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. QUOTE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

[illegible]

DISCUSSION OF DISBURSING / LOCKDOWN: PAYROLLS (page 200) 100% Additional Financial Disclosure: 100% disclosed in response

NOTIFICATION HOLDER	CANCELLATION
	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE HEREON, NOTICE WILL BE REQUIRED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>APPROVED BY SIGNATURE</p>

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ACORD 25 (2/7/05)

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Learning Objectives

COVERAGE INFORMATION

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE \$		YES	NO	YES
<input type="checkbox"/> BUSINESS INCOME	<input type="checkbox"/> RENTAL VALUE			
BEAMED COVERAGE		YES, LIMIT		Amount (specify amount and currency)
TERRORISM COVERAGE		YES, include () reported on primary identical event(s)		
IS THEREA TERRORISM SPECIFIC EXCLUSION		YES/NO		
IS DOMESTIC TERRORISM EXCLUDED?				
LIMITED FUNDS COVERAGE		YES, LIMIT		YES
FUNGUS EXCLUSION (YES, specify specific conditions covered)				
REPLACEMENT COST				
AGREED VALUE				
CONSUMABLE		YES, %		
EQUIPMENT BREAKDOWN (If Applicable)		YES, LIMIT		YES
ORDINANCE DELAY -- Coverage for loss or undamaged portion of delay				
-- Destruction Costs		YES, LIMIT		YES
-- Area Costs of Construction		YES, LIMIT		YES
EARTH MOVEMENT (If Applicable)		YES, LIMIT		YES
FLOOD (If Applicable)		YES, LIMIT		YES
WIND / HAIL (If Subject to Different Provisions)		YES, LIMIT		YES
WAIVER / WAIVE SUBROGATION IN FAVOR OF MORTGAGEE				
HOLDER PRIOR TO LOSS				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED PLACES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

MESSAGE LISTEN / DESTROYABLE	CONTINUED ON PAGE 2
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1. UNDERSTANDING AND MANAGING RISK

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The AGRD is required to log the registered names of AGRD